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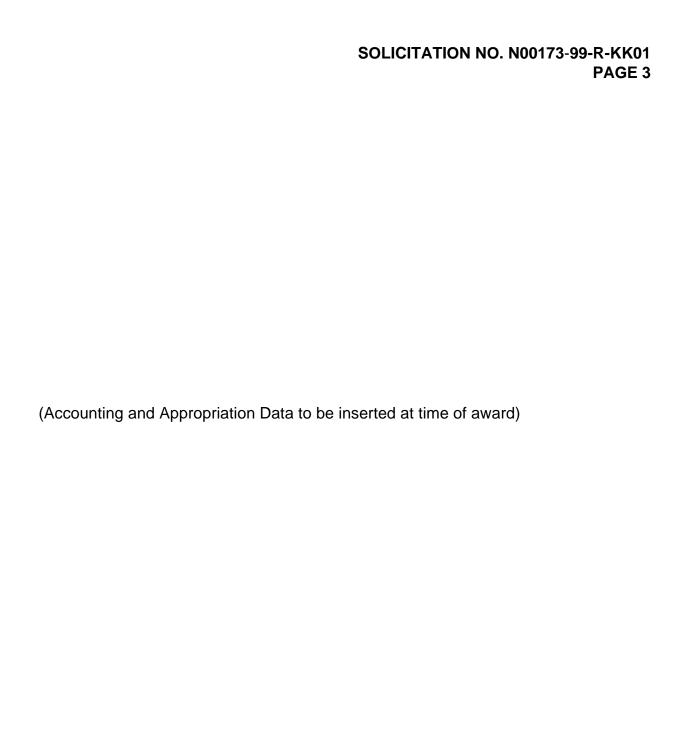
1. CONTINUATION OF THE SF 1449 - SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM

1. Blocks 19 - 24 are completed as follows:

Item N	No. Description	Qty	Unit	Unit Price	Amount
0001	The Contractor shall provide an advanced laser scanning confocal microscope system in accordance with the Specifications, Attachment No. 1.	1	EA	\$	\$
0002	The Contractor shall provide installation, set up, and system checkout at the Naval Research Laboratory in accordance with the Specifications, Attachment No. 1.	1	LOT	\$	\$
0003	The Contractor shall provide Repo and Data in accordance with Exhil (DD Form 1423)		LOT	NSP*	NSP*

^{*}Not separately priced

2. Block 25 is completed as shown on Page 3.



2. ADDENDA TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (APR 1998)

REQUIRED DELIVERY OR PERIOD OF PERFORMANCE

The required delivery is as follows:

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT
0001	1 EA	90
0002	1 LOT	120
0003	1 LOT	In Accordance with DD Form 1423

AUTHORIZED GOVERNMENT REPRESENTATIVE

YEAR 2000 COMPLIANT INFORMATION TECHNOLOGY

This requirement applies to information technology (IT), as defined at FAR 2.101 (except paragraph (c) does not apply), that processes date-related information. All such IT delivered under this contract shall be Year 2000 compliant as defined at FAR 39.002.

REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 02 February 1998 which are hereby incorporated by reference. The full text is available at http://heron.nrl.navy.mil/contracts/home.htm.

3. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 1999)

- (a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
 - (1) 52.222-3, Convict Labor (E.O.11755); and

^{*,}Code *,Telephone number *, is hereby designated the Authorized Government Representative for inspection and acceptance purposes.

^{*(}To be filled in at time of award)

- (2) 52.233-3, Protest after Award (31 U.S.C 3553).
- (b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

(1)	52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C.253g and 10 U.S.C.2402).
(2)	RESERVED
(3)	52.219-8, Utilization of Small Business Concerns (15 U.S.C.637 (d)(2) and (3)).
(4)	52.219-9, Small Business Subcontracting Plan (15 U.S.C.637 (d)(4)).
(5)	52.219-14, Limitations on Subcontracting (15 U.S.C.637(a)(14)).
(6)	(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer)
	(ii)Alternate I of 52.219-23.
(7)	52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub L. 103-355, section 7102, and 10 U.S.C. 2323).
(8)	52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(9)	52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999)
(10)	52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)
(11)	52.222-21, Prohibition of Segregated Facilities (Feb 1999)
(12)	52.222-26, Equal Opportunity (E.O.11246).
(13)	52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).
(14)	52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793).
(15)	52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).
(16)	52.225-3, Buy American Act Supplies (41 U.S.C.10).
(17)	52.225-9, Buy American Act Trade Agreements Act Balance of Payments Program (41 U.S.C.10, 19 U.S.C.2501-2582).
(18)	[Reserved]

	(19)	52.225-18, European Union Sanction for End Products (E.O.12849).
	(20)	52.225-19, European Union Sanction for Services (E.O.12849).
	(21)	(i) 52.225-21, Buy American Act North American Free Trade Agreement Implementation Act Balance of Payments Program (41 U.S.C 10, Pub.L.103-187).
		(ii) Alternate I of 52.225-21.
	(22)	52.239-1, Privacy or Security Safeguards (5 U.S.C.552a).
	(23)	52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (46 U.S.C.1241).
contrac	ercial s	Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to services, which the Contracting Officer has indicated as being incorporated in this eference to implement provisions of law or executive orders applicable to acquisitions of tems or components:
		(Contracting Officer check as appropriate.)
	(1)	52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C.351, et seq.).
	(2)	52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C.206 and 41 U.S.C.351, et seq.).
	(3)	52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C.351, et seq.).
	(4)	52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C.206 and 41 U.S.C.351, et seq.).
	(5)	52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C.351, et seq.).
(d)	Con	entroller Coneral Everyingtion of Depart. The Contractor agreed to comply with the

- (d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially

terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --
 - (1) 52.222-26, Equal Opportunity (E.O.11246);

(a)

- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C.2012(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

The Contractor agrees to comply with the (DFARS) clause 252.247-7023, Transportation of

4. 252.212-7001 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS. (JAN 1999)

(a)	U	ch is included in this contract by reference to implement 10 U.S.C.2631.
(b)	DFARS clauses whic	es to comply with any clause that is checked on the following list of h, if checked, is included in this contract by reference to implement executive Orders applicable to acquisitions of commercial items or
	252.205-7000	Provision of Information to Cooperative Agreement Holders (10

202.200 7000	U.S.C.2416).
252.206-7000	Domestic Source Restriction (10 U.S.C.2304).
252.219-7001	Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns
Alternate I)	(Section 9004, Pub.L.101-165 (10 U.S.C.2301 (repealed) note)).
252.219-7002	Notice of Small Disadvantaged Business Set- Aside

(Alternate I)	(15 U.S.C.644).
	252.219-7003	Small Business and Small Disadvantaged Business Subcontracting Plan (DOD Contracts) (15 U.S.C.637).
\boxtimes	252.219-7006	Notice of Evaluation Preference for Small Disadvantaged Business Concerns
(Alternate I)	(15 U.S.C.644).
	252.225-7001	Buy American Act and Balance of Payment Program (41 U.S.C.10 a-10d, E.O. 10582).
	252.225-7007	Buy American Act -Trade Agreements - Balance of Payments Program
		☐ Alternate I) (41 U.S.C. 10a-10d, 19 U.S.C.2501-2518, and U.S.C. 3301 note).
	252.225-7012	Preference for Certain Domestic Commodities.
	252.225-7014	Preference for Domestic Specialty Metals (10 U.S.C.2241 note).
	252.225-7015	Preference for Domestic Hand or Measuring Tools (10 U.S.C.2241 note).
	252.225-7021	Trade Agreements (Alternate I) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (22U.S.C.2779).
	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (22 U.S.C.2755).
	252.225-7029	Restriction on Acquisition of Air Circuit Breakers (10 U.S.C.2534(a)(3)).
	252.225-7036	Buy American Act - North American Free Trade Agreement Implementation Act Balance of Payment Program (Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
	252.227-7015	Technical Data Commercial Items (10 U.S.C.2320).
\boxtimes	252.227-7037	Validation of Restrictive Markings on Technical Data (10 U.S.C.2321).
	252.247-7024	Notification of Transportation of Supplies by Sea (10 U.S.C.2631).
(c)	Required to Impleme the Contractor shall i	uses listed in paragraph (e) of the Contract Terms and Conditions ont Statutes or Executive Orders-Commercial Items clause of this contract, nclude the terms of the following clause, if applicable, in subcontracts for commercial components, awarded at any tier under this contract:
	252.225-7014	Preference for Domestic Specialty Metals, Alternate I (10 U.S.C.2241 note).

DFARS

252.204-7004 Required Central Contractor Registration (MAR 1998) 252.232-7009 Payment By Electronic Funds Transfer (CCR) (JUN 1998)

5. ATTACHMENTS:

- 1. Contract Data Requirements List, DD 1423
- 2. Statement of Work/Specifications

6. ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS

The Government intends to award a contract resulting from this solicitation to that responsible offeror proposing the lowest price for the Supplies or Services that has been determined to comply with the requirements of the solicitation.

7. Each Offeror must submit a completed Offeror Representations and Certifications – Commercial Items with their proposal which is available electronically in full text at http://heron.nrl.navy.mil/contracts/reps&certs.htm

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved

OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments reparting this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Readyuarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Devis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (1070-4-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addressess. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Issted in Block E.

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Specifications

Advanced Laser Scanning Confocal Microscope (LSCM)

The Naval Research Laboratory desires an advanced laser scanning confocal microscope system for high resolution optical sectioning of thick (>50 microns) samples.

At a minimum, this system must:

- 1. Incorporate or be compatible with an existing Leica DM/IRB inverted microscope.
- 2. Be capable of confocal imaging in both reflectance and epi-fluorescence modes; objectives for both modes should have sufficiently long working distances to allow for imaging of a biological cell culture growing on the bottom of a standard 35mm culture dish without necessitating the removal of the dish cover.
- 3. Be capable of imaging a common range of visible spectrum fluorophores, including fluorescein, green fluorescent protein, rhodamine, and Cy5 dye.
- 4. Allow for direct (not requiring hardware replacement) upgrade to ultraviolet excitation of fluorophores in confocal imaging mode by addition of an ultaviolet (UV) laser.
- 5. Allow for maximum adjustability toward the true spectra of a wide variety of existing and newly-developed fluorophores in the UV and visible spectrum with minimal reinvestment in hardware (i.e. filters) or software. System must have at least three reflected / fluorescence channels, each having continuously adjustable ranges of 380-800 nm with spectral resolutions of 5 nm.
- 6. Be directly upgradable to two-photon (picosecond) excitation using infrared pulses for non-destructive imaging of biological samples.

The LSCM will be a complete workstation platform, with laser, optical, and electronic subsystems integrated into a mechanical isolation platform. The laser subsystem will include HeNe, Argon, and Kr lasers coupled to an Acousto-Optical Tunable Filter (AOTF). The optical subsystem will incorporate a true confocal optical path with one pinhole in the excitation pathway and a computer-controlled detector pinhole. The optical subsystem will include a motorized stage with fine and coarse focus. Electrical power to each subsystem will be for 208 V, 50/60 Hz.

<u>Computer facilities</u> for the system must include, at a minimum, a Pentium II workstation with 128 MB of RAM and applications software for the Microsoft

Solicitation N00014-99-R-KK01 Attachment No. 1 Page 2

Windows NT operating system. The computer must contain a small computer system interface (SCSI), a hard disk having at least 4 GB of storage space, a floppy and a CD ROM drive, an external SCSI controller, an Ethernet board, and 2 color monitors, each having a minimum of a 17" display.

The vendor shall provide, together with the system delivered, all necessary user's manuals for the various subsystems and for the computer software supplied with the system. The vendor shall offer to the Government at least the same warranty terms, including offers of extended warranties, offered to the general public in customary commercial practice. The vendor shall provide for on-site installation, set-up, and system check out.